

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number _____

Meeting Type: Regular

Meeting Date: 5/24/2012

Action Requested By:
Engineering

Agenda Item Type
Resolution

Subject Matter:

Modification No. 4 to Agreement with Garver, L.L.C.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to modify the agreement with Garver, L.L.C. for Engineering Design Services for Zierdt Road Improvements, Project No. STHV-8507(600) & COH Project No. 65-06-RD01, as adopted by Resolution No. 07-612 of June 14, 2007, and amended by Resolution No. 08-727 of July 31, 2008, and amended by Resolution No. 10-31 of January 14, 2010, and amended by Resolution No. 12-207 of March 8, 2012, by Modification No. 4

07-612, 08-727, 10-31, & 12-207

Note: If amendment, please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

This modification is for the surveying update and preparation of contract plans for clearing, grubbing, utility relocation, and new security fence for Zierdt Road's future additional northbound lanes for a total modification amount of \$79,365.00. An additional 120 calendar days added to contract completion. New end date: December 5, 2012. Account No. 23-6500-0813-8120

Associated Cost:

Budgeted Item: Select...

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: Konnie Adams

Date: 5/10/12

revised 3/12/2012

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: **Engineering**

Council Meeting Date: **5/24/2012**

Department Contact: **Lynn Majors**

Phone # **256-427-5201**

Contract or Agreement: **Modification No. 4**

Document Name: **Garver-Zierdt Rd. Mod 4-Project No. STPHV-8507(600) & 65-06-RD01**

City Obligation Amount: **\$79,365.00**

Total Project Budget: **\$928,085.00**

Uncommitted Account Balance: **0**

Account Number: **23-6500-0813-8120**

Procurement Agreements




Not Applicable

Not Applicable

Grant-Funded Agreements

**Not
Applicable**

Grant Name:

Department	Signature	Date
1) Originating		5/10/12
2) Legal		5-17-12
3) Finance		5/18/12
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 12-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama to enter into Modification No. 4 to the Agreement with Garver, L.L.C., adopted and approved on the 14th day of June, 2007, by the City Council of the City of Huntsville, Alabama by Resolution No. 07-612, and amended on the 31st day of July, 2008, by Resolution No. 08-727, and amended on the 14th day of January, 2010, by Resolution No. 10-31, and amended on the 8th day of March, 2012, by Resolution No. 12-207, as attached hereto.

BE IT FURTHER RESOLVED that the total contract amount be and hereby is modified from EIGHT HUNDRED FORTY-EIGHT THOUSAND SEVEN HUNDRED TWENTY AND NO/100 DOLLARS (\$848,720.00) to NINE HUNDRED TWENTY-EIGHT THOUSAND EIGHTY-FIVE AND NO/100 DOLLARS (\$928,085.00), including this Modification No. 4, an increase of SEVENTY-NINE THOUSAND THREE HUNDRED SIXTY-FIVE AND NO/100 DOLLARS (\$79,365.00). There are an additional one hundred and twenty (120) calendar days added to contract completion. New end date: December 5, 2012. Agreement is substantially in words and figures similar to that document attached hereto and identified as "Modification No. 4 to Agreement between City of Huntsville and Garver, L.L.C. for Zierdt Road Improvements, Project No. STPHV-8507(600) & COH Project No. 65-06-RD01, as adopted by Resolution No. 07-612 of June 14, 2007, and amended by Resolution No. 08-727 of July 31, 2008, and amended by Resolution No. 10-31 of January 14, 2010, and amended by Resolution No. 12-207 of March 8, 2012" consisting of a total of three (3) pages plus twenty-eight (28) additional pages consisting of Attachment "A", "E-Verify Clause", and "Contractor's Affidavit and Memorandum of Understanding (MOU)" and the date of May 24, 2012 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 24th day of May, 2012.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 24th day of May, 2012.

Mayor of the City of Huntsville,
Alabama

STATE OF ALABAMA)
COUNTY OF MADISON)

Modification No. 4 to Agreement between
the City of Huntsville and Garver, L.L.C.
for Zierdt Road Improvements, Project No.
STPHV-8507(600) & COH Project No. 65-
06-RD01, as adopted by Resolution No. 07-
612 of June 14, 2007, and amended by
Resolution No. 08-727 of July 31, 2008, and
amended by Resolution No. 10-31 of
January 14, 2010, and amended by
Resolution No. 12-207 of March 8, 2012

THIS MODIFICATION TO AN AGREEMENT entered in on the 14th day of June, 2007, and amended on the 31st day of July, 2008, and amended on the 14th day of January, 2010, and amended on the 8th day of March, 2012, is hereby amended by Modification No. 4 dated May 24, 2012, by and between the CITY OF HUNTSVILLE, ALABAMA, a municipal corporation in the State of Alabama (Owner) and GARVER, L.L.C., (ENGINEER).

WITNESSETH

WHEREAS, the firm identified as the ENGINEER to the Agreement dated June 14, 2007, and amended on July 31, 2008 by Resolution No. 08-727, and amended on January 14, 2010 by Resolution No. 10-31, and amended on March 8, 2012 by Resolution No. 12-207, has proposed a change, identified as Attachment "A" to the Original Agreement. This modification delineates a change for the surveying update and preparation of contract plans for the clearing, grubbing, utility relocation, and new security fence for Zierdt Road's future additional northbound lanes.

WHEREAS, the Owner desires that the contract drawings be altered to be consistent with Attachment "A" hereto.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the Owner and the ENGINEER agree to the following modifications to the agreement:

1. Garver, L.L.C. will provide for surveying update and preparation of contract plans at a lump sum total contract amount of SEVENTY-NINE THOUSAND THREE HUNDRED SIXTY-FIVE AND NO/100 DOLLARS (\$79,365.00). There are an additional one hundred and twenty (120) calendar days added to contract completion. New end date: December 5, 2012.

President of the City Council of the City of
Huntsville, AL

Date: May 24, 2012

2. Item #1 shall be performed in accordance with the original agreement dated June 14, 2007, and approved by the City Council by Resolution No. 07-612, and as described in the letter from Scott Leach, PE to Shane Davis, PE, dated April 27, 2012, shown as Attachment "A".
3. The terms of this contract modification and the execution thereof is not in any way to be viewed as a waiver on the part of the Owner of any of its rights pursuant to the Contract as modified previously.
4. All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties have entered their hands and seals and attest to the same with the signature of the Mayor being the official act of the said municipality in accordance with his duly constituted authority.

THE CITY OF HUNTSVILLE, ALABAMA,
a municipal corporation

By: _____
Tommy Battle
Its Mayor

ATTEST:

Charles E. Hagood
City Clerk-Treasurer

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Tommy Battle and Charles E. Hagood, whose names as Mayor and City Clerk-Treasurer of the City of Huntsville, a municipal corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, in their capacity as such officers, executed the same with full authority for and as the act of said corporation on the day the same bears day.

GIVEN under my hand and official seal this the ____ day of _____ 2012.

Notary Public
My Commission Expires: _____

ENGINEER: GARVER, L.L.C.

By: 

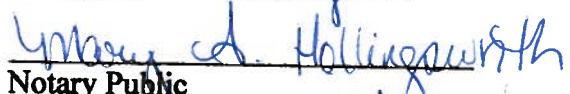
ATTEST:



STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Jerry D. McCarley, as Regional Office Administrator, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, in his capacity as such officer, executed the same with full authority for and as the act of said Corporation on the day the same bears day.

GIVEN under my hand and official seal this the 11th day of May 2012.


Notary Public
My Commission Expires: 3/28/2015



5125A Research Drive
Huntsville, AL 35805

TEL 256.534.5512
FAX 256.534.5544

www.GarverUSA.com

A handwritten signature in blue ink, followed by the date '5/10/12'.

April 27, 2012

Mr. Shane A. Davis, PE
Director of Urban Development & Engineering
City of Huntsville Engineering Dept.
320 Fountain Circle
Huntsville, AL 35801

Re: Acceptance of Revised Man-Days & Fee Proposal for
ALDOT Project No. STPHV-8507(600)
Clearing, Grubbing, Utility Relocation, and New Security Fence
Zierdt Road Widening from South of Martin Road
To North of Madison Blvd in the City of Huntsville
Madison County

Attn: Mr. Bill Boggess, PE, REM

Mr. Boggess:

We received the marked-up man-day estimate and fee proposal from ALDOT for the above referenced project. The recommended fee approved by ALDOT for performing the scope of work described herein was revised as follows:

Field Surveys:	Revised from \$22,021.00	to	\$19,787.00
Contract Plans:	Revised from \$77,730.00	to	\$59,578.00
Total Proposed Fee:	Revised from \$99,757.00	to	\$79,365.00

We are in agreement that these revised fees are fair and reasonable compensation for performing the scope of work defined herein for this project. Enclosed is a copy of the revised fee proposal, scope of work, man-day estimate sheets, etc. as approved by the ALDOT. These items are being submitted for your use and further processing as needed for the City to prepare a Council Resolution approving this contract between Garver and the City of Huntsville. If there are any questions or any additional information needed regarding the project or items submitted, please let me know.

Sincerely,
Garver, LLC

A handwritten signature in blue ink, reading 'Scott C. Leach'.

Scott C. Leach, PE
Senior Project Manager

CC: Project File

4/27/2012

Alabama Department of Transportation

4:17 PM

Project No.	STPHV-8507(600)
County	Madison
Description	Zierdt Road Additional Lanes
Scope of Work	Clear, Grub, Utility Relocate and New Security Fence
Project Length	3.50 Miles
Consultant	Garver, LLC
GRAND TOTAL OF FEE PROPOSAL	
Corridor Study	\$0
Field Surveys	\$19,787
Preliminary Roadway Plans	\$0
Preliminary Bridge Plans	\$0
Right-of-Way Map, Tract Sketches and Deeds	\$0
Roadway Plans	\$59,578
Bridge Plans	\$0
GRAND TOTAL FEE	\$79,365

Combined overhead rate (%) >>>>>>>>>>>>>> 201.09

Facilities Capital Cost of Money (if used) >>>>>	1.32
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LABOR RATES

Classification	Daily Rate
Project Manager	\$453.84
Engineer	\$275.41
Environmental	
Engineering Technician/CADD	\$171.76
Environmental Technician	
Clerical	\$124.96
PLS	\$263.92
Survey Crew	\$381.52

****Certification of Out-of-Pocket Expenses:**

If Out-of-Pocket Expenses are included in this proposal, we hereby certify that these costs are not included in the Combined Overhead Rate and are typically invoiced to all clients as a direct job cost.

Asst. C. Paul

Signed

4/27/2012

Date _____

SR. PROJECT MANAGER

Position/Title

**ALDOT Project No. STPHV-8507(600)
Zierdt Road Additional Lanes from
South of Martin Rd to North of Madison Blvd
In Madison County
Clearing, Grubbing, Utility Relocate, and New Security Fence**

SCOPE OF SERVICES for FIELD SURVEY UPDATE:

TASK A – MOBILIZATION AND BASIC CONTROL SURVEY

1. The CONSULTANT has previously determined and contacted all adjacent property owners throughout the project limits. The CONSULTANT will mobilize survey crews to verify/re-establish original basic control survey points previously established by CONSULTANT to verify horizontal and vertical control along the project corridor; this will be the basis of subsequent survey update. All surveying and mapping will be performed in accordance with the Federal Highway Administration "Surveying and Mapping Manual" dated November, 1985. Project benchmarks will be monumented as required at intervals not to exceed 1,000 feet along the project corridor and will be established to U.S.G.S. datum. The CONSULTANT will perform or verify the basic control survey previously performed and will re-establish the project control, if needed or required by the CITY.
2. Task A-2 is not applicable to the Scope of Services for CONSULTANT on this project.
3. Task A-3 is not applicable to the Scope of Services for CONSULTANT on this project since this work is included within Task A-1 above.
4. The CONSULTANT shall conduct an on-site inspection to verify the Basic Control Survey is complete and shall identify any features, topography, and additional data necessary to be gathered during the Field Surveying update for the purpose of Design.

TASK B – PROJECT ALIGNMENT AND PROFILE

1. Task B-1 is not applicable to the Scope of Services for CONSULTANT on this project.
2. Task B-2 is not applicable to the Scope of Services for CONSULTANT on this project.
3. Additional topographic data will be obtained by CONSULTANT as necessary to define and identify any changes in topography, cover and culture within the project corridor since the original survey was performed in 2007. CONSULTANT will also update/locate any building corners within 50' of proposed Right-of-Way. The CONSULTANT will prepare an updated and complete field map.

TASK C – SUPPLEMENTAL CONTROL SURVEYS AND DATA GATHERING

1. Task C-1 is not applicable to the Scope of Services for CONSULTANT on this project.
2. Task C-2 is not applicable to the Scope of Services for CONSULTANT on this project.
3. Task C-3 is not applicable to the Scope of Services for CONSULTANT on this project.
4. Additional survey cross-section data and ground break points will be collected for the DTM and will be to a level sufficient to extract cross sections on 50 foot intervals, plot construction limits and determine quantities.

TASK D – UTILITY SURVEYS, DRAINAGE SECTIONS & COMPILE DATA

1. The CONSULTANT – with assistance from the CITY – will perform supplemental surveys as needed to update and properly identify existing utility locations throughout the project limits. Additional underground utilities have been constructed within the project corridor since the original survey was performed in 2007. The following utility items will be obtained and furnished by the CONSULTANT to the CITY; the CITY shall assist CONSULTANT, following reasonable effort by CONSULTANT, in obtaining such information.
 - a. Utility ownership and address of owner.
 - b. Location and elevation of visible storm drain and sanitary sewer manholes, inlets, and inverts. Size and type of material will be obtained and Form HYD-101 will be completed as necessary.
 - c. Location and elevation of visible evidence of gas, water or other pipelines and utility facilities above and underground including but not limited to valves, hydrants, meters, vents, pump houses, etc. Size and type of valves and pipe will be shown, based on information obtained from utility companies.
 - d. Location of telephone, electric and cable lines, both aerial and underground.
2. Task D-2 is not applicable to the Scope of Services for CONSULTANT on this project.
3. Task D-3 is not applicable to the Scope of Services for CONSULTANT on this project.
4. Task D-4 is not applicable to the Scope of Services for CONSULTANT on this project.
5. Task D-5 is not applicable to the Scope of Services for CONSULTANT on this project.
6. Survey field notes will be reduced and all calculations performed which are necessary to determine X, Y and Z coordinates of all points. The CITY will be furnished all original field note books, or printouts, used in the surveys upon request. Electronically recorded notes will be submitted on disk as an ASCII listing of point numbers, point codes, X, Y, Z coordinates and descriptors.
7. All survey work performed by the CONSULTANT will be reviewed and the work sealed with signature by a registered land surveyor in the State of Alabama on a final plot of the accepted field map.

Project No. <u>STPHV-8507(600)</u> County <u>Madison</u> Description <u>Zierdt Road Additional Lanes</u> Scope of Work <u>Clear, Grub, Utility Relocate and New Security Fence</u> Project Length <u>3.50 Miles</u>					
Consultant <u>Garver, LLC</u>					
FIELD SURVEY					
Based on a <u>3</u> Man Crew					
Task A: Mobilization and Basic Control Survey					
A-1 Mobilize/Demobilize					
A-2 Contact Property Owners			0.50		
A-3 Perform Basic Control Survey					
A-4 Conduct On-site Inspection	0.50		0.50	0.50	
Task A Totals	0.50	1.00	0.50	0.50	0.00
Task B: Project Alignment and Profile					
B-1 Run Closure of Basic Control Survey/Prepare Closure Diagram					
B-2 Establish Centerline/Obtain Ground Profile					
B-3 Update Topographic Data	1.00		5.00	3.00	
Task B Totals	1.00	5.00	3.00	0.00	0.00
Task C: Supplemental Control Surveys and Data Gathering					
C-1 Traverse Cross-Roads and Railroads					
C-2 Stream Topography & Cross Sections/Complete HYD-100 & 101 Forms					
C-3 Define Drainage Areas/Prepare Schematic Drainage Map					
C-4 Update Cross-Sections at 50 Foot Intervals and Ground Break Points	0.50		2.00	0.75	

Alabama Department of Transportation

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FIELD SURVEY				
	PLS	Crew	Tech/CADD	Clerical
Task C Totals	0.50	2.00	0.75	0.00
Task D: Utility Surveys, Drainage Sections and Compilation of Data				
D-1 Identify/Locate and Update Existing Utilities	0.25	1.00	0.75	0.50
D-2 Obtain Hydrological Location Survey				
D-3 Tie All Available Section Corners & All Available Front Corners of Affected Properties to Project Centerline				
D-4 Obtain Copies of Latest Deeds				
D-5 Set & Reference Pls, PCs, POTs, POCs, & other critical points				
D-6 Reduce Survey Field Notes	0.75	0.50	1.50	0.50
D-7 Submit Work for Review/Sealed Mylar Plot of Accepted Field Map				
Task D Totals	1.00	1.50	2.25	1.00
TOTALS	3.00	9.50	6.50	1.00

4/27/2012

Alabama Department of Transportation

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Project No. STPHV-8507(600)			
County Madison			
Description Zierdt Road Additional Lanes			
Scope of Work Clear, Grub, Utility Relocate and New Security Fence			
Project Length 3.50 Miles			
Consultant Garver, LLC			
Fee Proposal (Field Survey)			
PERSONNEL COST			
	Man-days x Daily Rate		
Project Manager (10% of PLS)	0.30	\$ 453.84	\$ 136.15
PLS	3.00	\$ 263.92	\$ 791.76
Survey Crew (see man-day sheet)	9.50	\$ 381.52	\$ 3,624.44
Engineering Technician/CADD	6.50	\$ 171.76	\$ 1,116.44
Clerical	1.00	\$ 124.96	\$ 124.96
Total Direct Labor			\$ 5,793.75
Combined Overhead (%)	201.09		\$ 11,650.65
Out-of-Pocket Expenses**			\$ 474.35
Sub-Total			\$ 17,918.75
Operating Margin (10%)			\$ 1,791.88
Sub-Total			\$ 19,710.63
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
		\$	-
		\$	-
		\$	-
Subconsultant Administration Expense (5%)		\$	-
Sub-Total			\$ 19,710.63
Facilities Capital Cost of Money (% of Direct Labor)	1.32	\$	76.48
TOTAL FEE			\$ 19,787.11

4/27/2012

Alabama Department of Transportation

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Project No. STPHV-8507(600)
County Madison
Description Zierdt Road Additional Lanes
Scope of Work Clear, Grub, Utility Relocate and New Security Fence
Project Length 3.50 Miles

Consultant Garver, LLC

Out-of-pocket Expenses (Field Survey)

TRAVEL COST

Mileage Cost	Trips	Miles/Trip	\$/Mile	Total
Garver Office to Project Site	12	25	\$0.510	\$ 153.00
Garver Office to ALDOT 1st Division in Guntersville	1	85	\$0.510	\$ 43.35
	0	0	\$0.510	\$ -
	0	0	\$0.510	\$ -
Total Mileage Cost				\$ 196.35

Subsistence Cost	Days	# People	\$/Day	Total
Travel allowance (6 hour trips)	0	0	\$11.25	\$ -
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -
Travel allowance (overnight)***	0	0	\$75.00	\$ -
				\$ -
Total Subsistence Cost				\$ -
Total Travel Cost				\$ 196.35

PRINTING / REPRODUCTION COST

Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
Existing Survey Data for use in Survey Update	1	20	20	\$ 0.20	\$ 4.00
On-Site Inspection of Updated Survey Data	1	20	20	\$ 0.20	\$ 4.00
Miscellaneous In-House Printing	1	100	100	\$ 0.20	\$ 20.00
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
Total Printing/Reproduction Cost					\$ 28.00

Communication Cost (telephone, fax, etc.)

Total

\$ 100.00

Postage Cost (overnight, stamps, etc.)

Total

\$ 75.00

Other (provide description on next line)

Total

Hubs, Tacks, Flagging, Stakes, etc.

\$ 75.00

Total Out-of-pocket Expenses \$ 474.35

Comments:

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.

**ALDOT Project No. STPHV-8507(600)
Zierdt Road Additional Lanes from
South of Martin Rd to North of Madison Blvd
In Madison County
Clearing, Grubbing, Utility Relocate, and New Security Fence**

ROADWAY CONTRACT PLANS SCOPE OF SERVICES:

ROADWAY CONTRACT PLANS

The CONSULTANT will perform the following as applicable:

1. The development of the plans will follow the procedure as shown in the STATE's "Guide for Developing Construction Plans" and "Guidelines For Operation."
2. The CONSULTANT will prepare a contract plans assembly for the Clearing, Grubbing, Utility Relocate, Construction of the New Security Fence along Redstone Arsenal (RSA), and the Removal of the existing RSA Security Fence within the project corridor to ensure RSA security is maintained at all times.
3. The CONSULTANT will prepare plans, project notes, miscellaneous project details, and special project details for the project to obtain approval of the CITY, STATE, FHWA, and RSA for the construction of the Clearing, Grubbing, Utility Relocate, New Security Fence, and existing Security Fence Removal. Environmental Commitments for the project are attached as Appendix "A". Applicable Environmental Commitments for the Clearing, Grubbing, Utility Relocate, and New Security Fence project are highlighted in yellow.
4. Each project Plan Assembly will include title, summary of quantities, typical sections, special project details, plan and profile sheets, clearing and grubbing sheets, erosion prevention and sediment control sheets, and other sheets required for all construction work to be performed under this project. The plans will show all existing topographical features, natural and man-made, surface and subsurface facilities for the area included in the proposed construction limits and an area of sufficient detail for construction in accordance with current design layout.
5. The CONSULTANT will prepare designs and detailed contract plans at horizontal scale of 1" = 50' and vertical scale of 1" = 5', or as otherwise approved by the CITY/STATE. The plans will be completely dimensioned for construction. Special drawings of RSA security fence details, drawings relevant to the Environmental Commitments, and other drawings required by RSA/CITY/STATE will be prepared for the project as needed.

6. Arrangements will be made by the CITY/STATE with any affected utility owner so they can prepare plans for any utility relocation. Following the Plan-In-Hand Inspection, the CONSULTANT will provide utility base sheets to the CITY/STATE showing existing utilities for the CITY/STATE's use and coordination with the utility companies. The finalized utility base sheets will be a part of the respective final plan assembly for the project.
7. The applicable provisions of the ALDOT Standard Specifications for Highway Construction, ~~2012~~ ²⁰¹³ Edition will apply to all work performed by the CONSULTANT under this AGREEMENT and the CONSULTANT will prepare supplemental specifications and special provision for approval of the CITY/RSA/STATE covering any needed items not covered by the ALDOT Specifications for Highway Construction, latest Edition.
8. The CONSULTANT will prepare estimates of quantities and construction cost for contract plans, itemized and properly symbolized in accordance with the Standard Specifications above noted, using unit prices as supplied or approved by the CITY/STATE on projects of comparable work in the general area of the project. Upon completion of the plans, copies of the Quantity Computations will be furnished the CITY/ALDOT, if requested.
9. Preliminary detailed plans and estimates for project shall be submitted to CITY/STATE before the final tracings are completed. CONSULTANT will prepare Traffic Control Plans for handling traffic during construction. The sequence of construction will be prepared to ensure RSA security is maintained. RSA physical security personnel must approve the construction of the new security fence before removal of the existing security fence.
10. The CONSULTANT will coordinate these plans with existing and proposed plans of the CITY/STATE; provided the CITY/STATE provides CONSULTANT information.
11. CONSULTANT will prepare plans using size and weight of pens and other drafting techniques to facilitate development of one half (1/2) scale drawings.
12. Following Combined Plan-In-Hand/PS&E Inspection, CONSULTANT will make appropriate revisions to plans, submit a set of reproducible plans along with the corresponding CADD utility files for use of the CITY/ALDOT in obtaining utility relocation information.
13. After Combined Plan-In-Hand/PS&E review, CONSULTANT will prepare right-of-way map showing permanent & temporary easements needed from RSA & submit to CITY/ALDOT with preliminary plans showing construction limits for use by the CITY/STATE/RSA.
14. CONSULTANT will prepare and submit ten (10) sets of plans for one plan review (Combined Plan-In-Hand/PS&E) required by ALDOT's Guide for Developing Construction Plans. Additional reviews may be required as determined by RSA/CITY/STATE.

15. CONSULTANT will prepare, perform, and submit the plans, information, and data necessary to obtain a Stormwater Permit for the project. CONSULTANT will include within the plans assembly phased erosion prevention and sediment control plans for each phase of construction. CONSULTANT will prepare a written CBMPP plan and obtain approval of CBMPP plan for the Project. The CITY will be responsible for payment of the required Stormwater Permit fees for the project.
16. After plan revisions have been made CONSULTANT will submit three (3) sets of prints of plans to the CITY/RSA/STATE for review and approval prior to final contract plans submittal. Construction cost estimates will be furnished with the P.S. & E. and final plan submittals.
17. Following CITY/RSA/STATE review and approval of the final contract plans, the CONSULTANT shall submit a complete final plan assembly for the project printed on Mylar to the CITY/STATE. The Final Mylar project plan assembly set shall be stamped and signed by the Professional Engineer licensed in the State of Alabama and who was responsible for managing the design and development of the project plan assembly.

4/27/2012

Alabama Department of Transportation

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Project Number <u>STPHV-8507(600)</u> County <u>Madison</u> Description <u>Zierdt Road Additional Lanes</u> Scope of work <u>Clear, Grub, Utility Relocate and New Security Fence</u> Length <u>3.50</u> miles Consultant <u>Garver, LLC</u>					
ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
TITLE SHEET	1.00	0.10	0.10	0.25	0.25
INDEX SHEET	1.00	0.10	0.10	0.25	0.25
PROJECT NOTE SHEET	1.00	0.50	0.50	1.00	1.00
PLANS LEGEND	1.00	0.05	0.05	0.10	0.10
TYPICAL SECTIONS					
Main Roadway	2.00	0.10	0.20	0.25	0.50
Cross Roads	0.50	0.10	0.05	0.25	0.13
Detour & Misc. Project Details	1.00	0.10	0.10	0.25	0.25
Ramps					
Special Details for RSA Security Fence	1.00	1.00	1.00	1.50	1.50
SUMMARY SHEET					
Main Summary	1.00	1.00	1.00	1.50	1.50
SUMMARY BOX SHEETS					
Roadway Pipe					
Culvert Extension, New Culvert					
Bridge Culvert Extension, New Bridge Culvert					
Guardrail					
Slope Paving (Under Bridges)					
Side Drain Pipe					
Signing					
Base & Pavement					
Bridge					
Striping & Pavement Markings					
Curb & Gutter					
Bridge End Slabs					
Roadway Lighting					
Sidewalk					
Slope Paving (Ditches)					
Ditch Summary					
Concrete Safety Barrier					
Retaining Wall					
Misc. Boxes	0.75	1.00	0.75	1.50	1.13
Erosion Control	1.00	1.50	1.50	2.00	2.00
Security Fence and Security Fence Removal	1.00	0.75	0.75	1.25	1.25

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Alabama Department of Transportation

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ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
PLAN & PROFILE					
Main Roadway	14.00	0.10	1.40	0.25	3.50
Crossroads	2.00	0.10	0.20	0.25	0.50
Detours					
Retaining Walls					
PAVING LAYOUT					
Main Roadway (includes striping)					
Crossroads					
Intersections					
INTERCHANGES					
Geometrics					
Ramps Profiles					
Site Grading					
Cross Sections					
Signing					
TRAFFIC CONTROL					
Sequence of Construction	1.00	0.75	0.75	1.25	1.25
Summary & notes	1.00	0.50	0.50	1.00	1.00
Typical Section Sketches	1.00	0.75	0.75	1.50	1.50
Signing Layout	7.00	0.50	3.50	0.75	5.25
Special Drawings	6.00	0.25	1.50	0.50	3.00
SIGNING					
Sign Layout					
Sign X-Section					
Sign Panel Details					
Soils Data Sheets (provided by ALDOT)					
SIGNALIZATION					
Signal Layout (1 per site)					
Traffic Analysis					
Traffic Counts (1 per site)					
Signal Warrant Analysis (1 per site)					
Soils Data Sheets (provided by ALDOT)					
Special Details					
UTILITY SHEETS					
Utility Locations	14.00	0.05	0.70	0.10	1.40
Utility Relocation (Designed by Others)	14.00	0.25	3.50	0.50	7.00
DRAINAGE SECTIONS					
Pipe & Culvert X-Sect./Hydraulic Computations					
Hydraulic Data Sheet					

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ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
SOIL SHEETS					
Soil Boring Logs					
Soil Profile					
LIGHTING					
Plan Layout					
Special Details					
EROSION CONTROL					
(Shown on Clearing & Grubbing Plan Sheets)	21.00	0.20	4.20	0.50	10.50
ROADWAY CROSS SECTIONS					
Main Roadway					
Crossroads					
Earthwork Balancing					
REVIEW COMMENTS					
30% Review					
Plan-in-Hand Inspection			1.00		2.00
PS&E Inspection					
Stormwater Permits					
			1.00		1.00
Cost Estimates					
CBMPP Preparation and Approval			1.00		1.00
			1.00		1.00
SUB-TOTAL	93.25		27.10		49.76
10% Supervision			2.71		
TOTALS					
	93.25		27.10		49.76

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Project No. <u>STPHV-8507(600)</u>			
County <u>Madison</u>			
Description <u>Zierdt Road Additional Lanes</u>			
Scope of Work <u>Clear, Grub, Utility Relocate and New Security Fence</u>			
Project Length <u>3.50 Miles</u>			
Consultant <u>Garver, LLC</u>			
Fee Proposal (Roadway Plans)			
PERSONNEL COST			
	Man-days x Daily Rate		
Project Manager (10% of Eng.)	2.71	\$ 453.84	\$ 1,229.91
Engineer	27.10	\$ 275.41	\$ 7,463.61
Engineering Technician/CADD	49.76	\$ 171.76	\$ 8,546.78
Clerical	1.00	\$ 124.96	\$ 124.96
Total Direct Labor			\$ 17,365.26
Combined Overhead (%)	201.09		\$ 34,919.80
Out-of-Pocket Expenses**			\$ 1,668.00
Sub-Total			\$ 53,953.06
Operating Margin (10%)			\$ 5,395.31
Sub-Total			\$ 59,348.37
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
		\$	-
		\$	-
		\$	-
Subconsultant Administration Expense (5%)		\$	-
Sub-Total			\$ 59,348.37
Facilities Capital Cost of Money (% of Direct Labor)	1.32		\$ 229.22
TOTAL FEE			\$ 59,577.59

**See Grand Total Fee sheet

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Alabama Department of Transportation

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Project No. STPHV-8507(600)
County Madison
Description Zierdt Road Additional Lanes
Scope of Work Clear, Grub, Utility Relocate and New Security Fence
Project Length 3.50 Miles

Consultant Garver, LLC

Out-of-pocket Expenses (Roadway Plans)

TRAVEL COST

Mileage Cost	Trips	Miles/Trip	\$/Mile	Total
Garver's Office to 1st Division in Guntersville	1	85	\$0.510	\$ 43.35
Miscellaneous Travel - Project Site and RSA & City Offices	1	150	\$0.510	\$ 76.50
	0	0	\$0.510	\$ -
	0	0	\$0.510	\$ -
Total Mileage Cost				\$ 119.85

Subsistence Cost	Days	# People	\$/Day	Total
Travel allowance (6 hour trips)	2	2	\$11.25	\$ 45.00
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -
Travel allowance (12 hour trips)	1	2	\$30.00	\$ 60.00
Travel allowance (overnight)***	0	0	\$75.00	\$ -
				\$ -
Total Subsistence Cost				\$ 105.00
Total Travel Cost				\$ 224.85

PRINTING / REPRODUCTION COST

Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
Plan-In-Hand/PS&E Inspection	10	105	1050	\$ 0.20	\$ 210.00
Final Reviews (Design and Construction Bureaus)	4	105	420	\$ 0.20	\$ 84.00
Final Mylars	1	105	105	\$ 5.23	\$ 549.15
Miscellaneous (In-House Reviews, etc.)	1	500	500	\$ 0.20	\$ 100.00
	0	0	0	\$ 5.23	\$ -
	0	0	0	\$ 0.20	\$ -
Total Printing/Reproduction Cost					\$ 943.15

Communication Cost (telephone, fax, etc.)	Total
	\$ 250.00

Postage Cost (overnight, stamps, etc.)	Total
	\$ 250.00

Other (provide description on next line)	Total
	\$ -

Total Out-of-pocket Expenses	\$ 1,668.00
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Comments:

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.

Contractor's E-Verify Clause and Affidavit

Effective January 1, 2012, this notice shall be included in all contracts awarded for labor, supplies, or services for the City of Huntsville, Alabama.

E-VERIFY - NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, *Code of Alabama (1975) § 31-13-1 through 31-13-30* (also known as and hereinafter referred to as "the Alabama Immigration Act") is applicable to contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien and shall attest to such by sworn affidavit signed before a notary. Such business entity or employer shall provide a copy of such affidavit to the City of Huntsville as part of its bid or proposal for the contract along with documentation establishing that the business entity or employer is enrolled in the E-Verify program. The required affidavit form is included at the end of this notice. The original affidavit for your business entity must be returned to the City of Huntsville, the affidavit for the subcontractors should be kept on file in your office, and be made available to the city if requested.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are required of every subcontractor in accordance with §31-13-9(c) and shall maintain records that are available upon request by the City, state authorities or law enforcement to verify compliance with the requirements of the Alabama Immigration Act. Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2) or in the case of a subcontractor, in accordance with §31-13- 9 (f) (1) & (2).

FORM FOR SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT; CODE OF ALABAMA, SECTIONS 31-13-9 (a) and (b)

AFFIDAVIT FOR BUSINESS ENTITY/EMPLOYER/CONTRACTOR

(To be completed as a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees)

State of Alabama

County of Madison

Before me, a notary public, personally appeared Scott Leach (print name) who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as Transportation Business Team Leader (state position) for Garver, LLC (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program. (ATTACH DOCUMENTATION ESTABLISHING THAT BUSINESS ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM)

 Signature of Affiant

Sworn to and subscribed before me this 4 day of May, 2012

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

 Signature and Seal of Notary Public

MY COMMISSION EXPIRES 07/17/2013

Company ID Number: 136653

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **Garver, LLC** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

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5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY

1. Upon completion of the Form I-9 by the employee and the Employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:

- Automated verification checks on newly hired alien employees by electronic means, and
- Photo verification checks (when available) on newly hired alien employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify.. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, and U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act and federal criminal laws, and to ensure accurate wage reports to the SSA.

7. DHS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

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8. DHS agrees to establish a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees.
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.
3. The Employer agrees to become familiar with and comply with the E-Verify Manual.
4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
 - A. The employer agrees that all employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.
 - B. Failure to complete a refresher tutorial will prevent the employer from continued use of the program.
5. The Employer agrees to comply with established Form I-9 procedures, with two exceptions:
 - If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2 (b) (1) (B)) can be presented during the Form I-9 process to establish identity).
 - If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist the Department with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.
6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a

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rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify ; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$500 and \$1,000 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ any employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the the SSA verification response has been given.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for re-verification, or for employees hired before the date this MOU is in effect. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III.B. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1 (1)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification to verify work authorization, a tentative nonconfirmation, or the finding of

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a photo non-match, does not mean, and should not be interpreted as, an indication that the employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-7688 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a (i) (1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify -related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

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ARTICLE III

REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF HOMELAND SECURITY

A. REFERRAL TO THE SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation..
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an alien who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when

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the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact the Department through its toll-free hotline within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

The SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify manual. Even

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without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

The employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer Garver, LLC

Tatiana B Herrington

Name (Please type or print)

Title

Electronically Signed

07/15/2008

Signature

Date

Department of Homeland Security – Verification Division

Company ID Number: 136653

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

07/15/2008

Signature

Date

Company ID Number: 136653

**INFORMATION REQUIRED
FOR THE E-VERIFY PROGRAM**

Information relating to your Company:

Company Name: Garver, LLC

Company Facility Address: 4701 Northshore Drive
North Little Rock, AR 72118

Company Alternate Address: 4701 Northshore Drive
North Little Rock, AR 72118

County or Parish: PULASKI

Employer Identification Number: 10733400

North American Industry
Classification Systems Code: 541

Parent Company: _____

Number of Employees: 100 to
499 Number of Sites Verified for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State.

- MISSISSIPPI 1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Linda K Driggers		Fax Number:	(501) 537 - 3407
Telephone Number:	(501) 537 - 3262			
E-mail Address:	lkdriggers@garverengineers.com			
Name:	Tatiana B Herrington		Fax Number:	(501) 537 - 3407
Telephone Number:	(501) 537 - 3256			
E-mail Address:	tbherrington@garverengineers.com			